BROWN GAVALAS & FROMM LLP Attorneys for Plaintiffs CRUISER SHIPPING PTE LTD. and UNIVERSAL NAVIGATION PTE LTD. 355 Lexington Avenue New York, New York 10017 212-983-8500

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

CRUISER SHIPPING PTE LTD. and UNIVERSAL NAVIGATION PTE LTD.,

07 CV 4036 (JGK)

Plaintiffs,

SECOND AMENDED VERIFIED COMPLAINT

-against-

SUNDERSONS LTD., MILAN NIGERIA LTD., SIMRAN MEHER LTD. and VALECHHA HOLDINGS LIMITED,

Defendants.	
X	7

Plaintiffs, CRUISER SHIPPING PTE LTD. ("Cruiser") and UNIVERSAL

NAVIGATION PTE LTD. ("Universal," and hereinafter with Cruiser, the "Plaintiffs"), by their attorneys, Brown Gavalas & Fromm LLP, as and for their Verified Complaint against

Defendants, SUNDERSONS LTD. ("Sundersons"), MILAN NIGERIA LTD. ("Milan Nigeria"),

SIMRAN MEHER LTD. ("Simran Meher") and VALECHHA HOLDINGS LIMITED

("Valechha Holdings") (hereinafter the "Defendants"), allege upon information and belief as follows:

- 1. This is a case of admiralty and maritime jurisdiction, as hereinafter more fully appears, and is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. The Court has jurisdiction under 28 U.S.C. § 1333.
 - 2. At all material times, plaintiff, Cruiser was, and now is, a foreign corporation with

an office and place of business at 3 Shenton Way, 11-04 Shenton House, Singapore, 068805 and was the registered owner of the motor vessel CRUISER ("the Vessel")

- 3. At all material times, plaintiff, Universal, was and now is a foreign corporation with an office and place of business at 3 Shenton Way, 11-04 Shenton House, Singapore, 068805, and was the disponent owner of the Vessel.
- 4. Upon information and belief, at all material times, defendant, Sundersons, was and now is a foreign corporation with an office and place of business at 52a Kofo Abayomi Street, Victoria Island, Lagos, Nigeria.
- 5. Upon information and belief, at all material times, defendant, Milan Nigeria, was and now is a foreign corporation with an office and place of business at 243 Kofo Abayomi Street, Victoria Island, Lagos, Nigeria.
- 6. Upon information and belief, at all material times, defendant, Simran Meher was and now is a foreign corporation with an office and place of business at 52A Kofo Abayomi Street, Victoria Island, Lagos, Nigeria.
- 7. Upon information and belief, at all material times, defendant, Valechha Holdings, was and now is a foreign corporation with an office and place of business at 52A Kofo Abayomi Street, Victoria Island, Lagos, Nigeria.
- 8. On or about August 4, 2006, a charter party agreement was entered into by and between plaintiff, Universal, and defendant, Sundersons, whereby Universal agreed to let, and Sundersons, as charterer, agreed to hire the M/V CRUISER for a voyage, under certain terms and conditions, from Kakinada Port, India to Port Harcourt, Nigeria ("Charter Agreement"). On or about August 30, 2006, September 9, 2006 and September 12, 2006, plaintiff Cruiser issued twenty bills of lading, Nos. C1 to 20, with respect to cargo transported aboard the Vessel.

- 9. At all relevant times, defendant Milan was the receiver and/or consignee of the cargo evidenced by said bills of lading. The said bills of lading incorporated all of the terms of the Charter Agreement, including the arbitration clause therein and are therefore subject to the same arbitration clause.
- 10. Clause 50 of the Charter Agreement contains a London arbitration clause which provides:

"Should any dispute arise between Owners and Charterers, the matter in dispute shall be referred to three (3) persons in London, one to be appointed by each of the parties hereto and the third by the two so chosen: their decision or that of any two of them shall be final and for the purpose of enforcing any award, this agreement may be a rule of the court. The Arbitrators shall be commercial men."

- 11. On October 19, 2006, the Vessel arrived at the first discharge port, Lagos, Nigeria and on November 6, 2006, the Vessel arrived at the second discharge port, Port Harcourt, Nigeria, incurring total discharge port demurrage, payable by Defendants, of \$36,755.56.
- 12. At Port Harcourt, the Defendants claimed damage to the cargo discharged at Port Harcourt and prevented the departure of the Vessel by blocking the necessary clearances. In addition, on December 6, 2006, Defendants caused the judicial arrest of the Vessel in Port Harcourt and, without authority from the Court in Port Harcourt or from the Plaintiffs, placed heavily armed men on board the Vessel, effectively holding the Vessel and crew to ransom.
- 13. With the Vessel now detained and subject to judicial arrest, Defendants demanded payment of \$198,987.60 on grounds of alleged cargo shortage, despite the fact that figures from the master indicated that there was no shortage claim when the quantity of cargo discharged in Port Harcourt was compared to the quantity on the cargo manifest; i.e. the quantity placed on board the Vessel at loading.
 - 14. Plaintiffs made various offers to obtain a release of the Vessel pending adjudication,

on the merits of the alleged cargo claim, including an offer to post a guarantee letter from Plaintiffs' insurer. Such guarantee letters are routinely offered and accepted in international shipping transactions and are considered good and acceptable security for claims.

- 15. Despite Plaintiffs' repeated and reasonable efforts, Defendants refused to accept security in substitution of the continued detention of the Vessel and demanded resolution of the parties' dispute in Nigeria, in breach of the Defendants' obligation to submit all disputes between the parties to arbitration in London.
- 16. With the Vessel remaining under arrest and detention by Defendants, and in further breach of the binding London arbitration clause, Defendants refused to release the Vessel in substitution for comparable security and demanded payment of \$70,000, to be made into a Swiss bank account, and the written agreement of the Plaintiffs to forgo their claims against Defendants, including claims for demurrage, in return for the release of the Vessel.
- 17. Plaintiffs' payment of \$70,000 to Defendants was made under both economic and physical duress, and was procured due to Defendants' breach of the Charter Agreement in detaining the Vessel in Nigeria and seeking to compel Plaintiffs' to forego their rights under the Charter Agreement and applicable law.
- 18. Defendants' attempt to pursue their claims against Plaintiffs outside London, and their attempts to compel the Plaintiffs to agree to Nigerian jurisdiction or to pay the alleged claim, constitute a breach of contract, economic duress and oppressive and/or vexatious and/or bad faith conduct because:
 - a. the Plaintiffs and their insurers have offered to secure Defendants' alleged claims with a Club Guarantee with English law and arbitration; and
 - b. the sole purpose of the arrest and the Defendants' refusal to negotiate release of

the Vessel against comparable substitute security was intended to compel and coerce Plaintiffs, under extreme economic duress, to agree to Nigerian jurisdiction and law or into paying Defendants' claim by way of settlement.

19. Clause 54 of the Charter Agreement provides as follows:

"In the event of any alleged cargo claim/shortages Charterers/Receivers are to accept Owners' Pandi Club Letter of Guarantee/bond only. No cash settlement to be allowed whatsoever. Owners Pandi Club is South of England.

If vessel is not released then immediately vessel goes on detention at USD12,000 per day pro rata plus costs of bunkers consumed and any other directly related costs until vessel is released."

A copy of the Charter Agreement is attached hereto as Exhibit "A."

- 20. Plaintiffs have incurred costs and losses as a result of the detention of the Vessel and the breaches of the Charter Agreement on the part of Defendants, their servants and agents, including load port and discharge port demurrage, detention charges, bunkers consumed during the detention period, daily running expenses and earning losses, in an amount of \$311,650.00, as best as can be determined at the present time.
- 21. On information and belief, the Defendants, including defendant Valechha Holdings, are all affiliated entities operating under the name "Milan Group" and, at all relevant times held, and continue to hold, themselves out to the world as being members of the "Milan Group," an international trading group based in Lagos, Nigeria.
- 22. On information and belief, all the members of the "Milan Group," including the Defendants herein, share officers, directors and personnel, as well as common offices and addresses in, among other places, Lagos, Nigeria.
- 23. Upon information and belief, the said members of the Milan Group, including Defendants herein, transact business as the "Milan Group," and not individually, and said

members are jointly and severally liable for the obligation of each other member of the Milan Group, including Sundersons' obligations under the Charter Agreement.

- 24. Upon information and belief, the said members of the Milan Group, including Defendants herein, are guarantors of the obligations of each individual member of the Milan Group, including Sundersons' obligations under the Charter Agreement.
- 25. Upon information and belief, defendant Valechha Holdings exercises such complete domination and control over defendants Sundersons, Mila Nigeria and Simran Meher, and/or disregarded Sundersons's, Milan Nigeria's and Simran Meher 's corporate form, and/or conducted the business and operations of Sundersons, Milan Nigeria and Simran Meher as if the same were Valechha Holdings's own, that adherence to the fiction of the separate existence of the Defendants as entities distinct from one another and/or the separate existence of defendants Sundersons, Milan Nigeria and Simran Meher, as distinct from Defendant Valechha Holdings, would permit an abuse of the corporate privilege and would sanction fraud and promote injustice.
- 26. Upon information and belief, there exists, and at all times herein mentioned there existed, a unity of interest and ownership between and amongst Defendants, such that any individuality and separateness between said Defendants have ceased, and Defendants, and each of them, are the alter egos of each other.
- 27. In accordance with a binding arbitration clause in the Charter Agreement and in the bills of lading, Plaintiffs will commence arbitration proceedings in London, England.
- 28. This action is in aid of said arbitration proceedings, as aforesaid, in accordance with 9 U.S.C. § 8. Plaintiffs seek to obtain adequate security to satisfy a potential London arbitration award in Plaintiffs' favor.

- 29. Plaintiffs sue on their own behalf, and as agents and trustees on behalf of any other persons or parties who may now have, or hereinafter acquire, an interest in this action.
- 30. Insofar as legal costs and attorneys' fees are routinely awarded to the prevailing party in London arbitration proceedings, Plaintiffs also seek to secure claims for interest and anticipated legal costs and attorneys fees. As best as can now be estimated, Plaintiffs expect to recover the following amounts in the London arbitration:

a.	On the principal claim	\$311,650.00
b.	Interest at 6% per annum, compounded quarterly for 3 years	\$ 60,964.40
c.	Costs (arbitrators' fees, attorneys' fees, etc.)	\$ 45,000.00
	TOTAL	\$417,614.40

23. Upon information and belief, Defendants cannot be found within the District, within the meaning of Supplemental Rule B of the Federal Rules Civil Procedure, but are believed to have or will have during the pendency of this action assets within this District, specifically including cash, funds, freight, hire, accounts and other property, in the hands of garnishees in the District including but not limited to American Express Bank, Ltd.; ABN-AMRO Bank; Mashreq Bank; Standard Chartered PLC; Bank of America; BNP New York; Bank of New York; J.P. Morgan Chase; Citibank, Bank of China and Wachovia Bank, which are believed to be due and owing to the Defendants.

WHEREFORE Plaintiffs pray:

A. That process in due form of law according to the practice of this Court in admiralty and maritime jurisdiction issue against the Defendants, citing them to appear and answer under oath all and singular the matters alleged in the Second Amended Verified Complaint;

B. That since the Defendants cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of the Court to issue Process of Attachment and Garnishment, pursuant to Rule B of the Supplemental Admiralty Rules and the United States Arbitration Act, 9 U.S.C §§ 1 and 8, attaching all cash, goods, chattels, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds held by any garnishee, including American Express Bank, Ltd.; ABN-AMRO Bank; Mashreq Bank; Standard Chartered PLC; Bank of America; BNP New York; Bank of New York; J.P. Morgan Chase; Citibank, Bank of China and Wachovia Bank, which are due and owing to the Defendants, in the amount of \$417,614.40, to secure the Plaintiffs' claim, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged;

C. That this action be stayed and this Court retain jurisdiction over this matter through the entry of any judgment or award, and any appeals thereof; and

D. That Plaintiffs have such other, further and different relief as this Court may deem just and proper.

Dated: New York, New York September 6, 2007

> BROWN GAVALAS & FROMM LLP Attorneys for Plaintiffs CRUISER SHIPPING PTE LTD. and UNIVERSAL NAVIGATION PTE LTD.

By:

Peter Skoufalos (PS-0105) 355 Lexington Avenue New York, New York 10017 212-983-8500

VERIFICATION

STATE OF NEW YORK ss.: COUNTY OF NEW YORK

PETER SKOUFALOS, being duly sworn, deposes and says:

- 1. I am a member of the bar of this Honorable Court and of the firm of Brown Gavalas & Fromm LLP, attorneys for Plaintiffs.
- 2. I have read the foregoing Second Amended Verified Complaint and I believe the contents thereof are true.
- The reason this Verification is made by deponent and not by Plaintiffs is that 3. Plaintiffs are foreign corporations, no officer or director of which is within this jurisdiction.
- 4. The sources of my information and belief are documents provided to me and statements made to me by representatives of the Plaintiffs.

Sworn to before me this 6th day of September, 2007

Notary Public

EVAN B. RUDNICKI Notary Public of the State of New York No. 02RU6142314 Qualified in Rockland County Term Expires March 13, 20

EXHIBIT A

84-APR-2007 17:44 FROM JACKSON FARTON

TO 0012129835945

P.22/83

CONTINENT GRAIN CHARTERPARTY

Code name: "SYNACOMEX 2000" Address Pages 1901/1007 - OF TRANS-LIFECTA RUDUL
Address Pages 1907 by Synocat National Dio Considered Externeur Des Cereal Es
southernet 1960/1974 (1985) and South I Dynamon was Courte Conflict Des April 17 (1985) of Francis
in Exception with Chamber Address Harring 4.8 Pages and the Francis Creating with 5.6 Ft. Straight Assets
in Exception with Chamber Address Harring 4.8 Pages 1985 Francis Creating with 5.6 Ft. Straight Assets

No. 2009/1986 (1987) (1985)

Address 1986 (1987) (1986)

Address 2009/1986 (

PART 1 Shipbrokeria 2. Proce and desired Charter Party Angiomer Shipping Ltd., London London OH AUGUST 2006 1. Owners and based or business (state that there and oddress) [2.1] 4. Charteness and place of lastingue laters had type and address (CL) Universal Reviewson Sundarsons Nigeria, Ltc. 25 Disponent Owners 5. Vostalis norte (2.1) my DRUISER 8. First layday care (0.5) 12" August 2006 tag / but / ches: Panama 1982 Helionio Carostoy sies (2.5) 27 August 2008 VT / GT: 14,5040,834 summer DVVT: See Disuse 29 7. Present position / suspected media to load (O_I) | Building port(s) (2) 25 | Kentings | Building port(s) (2) 25 | Kentings | Building port(s) (2) 25 | Kentings | Building port(s) (2) 25 | Building trading P. Advision notices (Q_3) at load took to I vale berth Cagoe plue I ali Port Harcourt el dechaging port, number at days / ps. 7 at Always satisfy (i) "savey apresend" (f) 11. Days ween and comities (CLD) 12. Freigns rate (CL.4) USD 60.00 per metric ton free in and out free slowed besis 1 toad/2 discharge # No bags (f) to Alacimom in bags for expense (f) 13. Energic rate payment lattice currency and method of express, penaliciary 14 Leading may (CL.S) with being section in [42, 45 2000 metric form power shex . See elso Cisase fi See Clouse 47 16. Onchanging rate (C. 5) 1000 metals tone puried spinor. See along Clause E. 16. Dampange / Decarch money (7.5) USC 1,000 pape / rendade 17. Agents of Kinding pontial (Q. 13) 18 Agents in Escrisignia perila) (D. 12) Sec Cianas 12 See Clause 52 ∌. 19. Cates however, makeour (2.14) 20. Brokenige commission and is where payable (D_15) 1.25% to Angiomer Shipping L10, to be deducted from freight 21. Address Commission (C. 18) 3.5% to Countymers to be deducted from Insight a) Deduction (1) to Non-decomber (1) S 22. Numbers of the articoral causes covering species provisions. If any appeals Additional clauses from clause 29 to clause 60 are destrué to be incorporated to this Citarian Party A community agreed that this Charlos harty shall be performed subject to the conditions postured broken contribing of PART I and PART I and PART I and PART I and PART I as the centers of the postured business of the contribution of the contributi FOR THE OWNER. For the Chartesers

Denve to esponsial. The seeding, element of to appe The somewhat is a computer prompting of the COLOMAT 2000 form attending at security of \$100 CALL MATCHAIL THE CONTRACT EXTENSION COSTS CEREALED (SYNACOMET). Any Propriet is a computer prompting of the COLOMAT 2000 form attending by assembly of \$100 CALL MATCHAIL THE CONTRACT EXTENSION COSTS CEREALED (SYNACOMET ANY PROPRIET IN COSTS COSTS). The computer of the COLOMAT COSTS CO 04-APR-2007 17:45 FROM JACKSON PARTON

TO 0012129835945

P.23/83

PART II "SYNACOMEX 2000" Continent Grain Charterparty

٩.	Owners, Charterers	1	Could suful be distributed at the interest and and and	× **
	It is the day epieced between the party designated in <u>Social</u>	2	Receivers/Charterers at the average rate stated in Box 15, 1000	62
	Owners of the Vessel names say apported in Box 1, boxing	1	untole tout bet months, mountain only peals assess, a Beel se	
		•	described Baturdays, Bundays and Holidays excluded. See elso	
	now in position and expected ready to load as mentioned in	4	Cirus L	
	Sex 7, and the party designated in Box 4 as Charlefort, THAT	5	wastner germätere.	#3
	The state of the s	-	Signage shall be under Master's direction and res-	ŧ á
-7	Loading Purits) and Cargo	ē.	ponelbitry. Shippers' and/or Charteners' sepresentatives	
		7		58
	The said Viessel being Light, alleunon and in every wely fit for	,	have the right to be on board the Vessal during loading.	
	the voyage, anali with pi convenient appeal proceed to the	8.	discharging or agritating for the dumbet of interesting the	27
	place designated in Egg. , which in case of number portion.	9	cares endor weighting. Districted end Owners are slowed	50
	i safe berth / sais anchorage Kokinada		to work programs, such expenses small be for account of	616
	Owners aconomicage as safe and suitable for this Vessel	10	the party ordering same. If progred by Pon Authorities.	70
	and there had always althou unique trafely defeated his	11		7.
		12	overlime shall be for Chartoners' econunt. Overlime services	
	ceen specifically agreed in Such safe bett. 600.	13	rendered by ship's orew should up in all pases for Owners'	72
	WILL OF ENGINEERS AS CHARGERS OF THEY AGENTS OF	-	appears.	75
	Shippers may direct is follows - complete only 23 00044,760 metric	74	The state of the s	
w	na 45,000 matrix spac minimaxiumum of pagged Rics. Exact		1. Laydeva, Cancelling	7≄
Q.	landly as per ectual slowage factor which Charterens advise but		At god of loading leytime shall not count before 00,00 hours	75
114	not guarantee as 51°. To be decisered seven days prior arrival			76
£ŧ.	ided part of wines:		on the layder date stated in Road and meny-executal	
	andrease and or recommend to the description of the	15	Deliver in the forest to by the 40-days million as not great and	77
	The motiones if the more of their in Control could be built.	16	Should the Vessel's notice of madkness not be volidly	78
		17	inneiered as per Course II before OS 00 hours on the	79
	Shapers have the applicant uning a nacible battle battle. The			80
	tions for white properties the common graph and a properties of the country of th	16	conceiling date stated in Box C. Charterers shall have the	
	isvimo-bulahitis-pappacau-shail-bo-lot-Vacasia-scouri-	70	Option of cancelling this crienter at any lime thereafter, but	\$3
	Commercial provide one install as their stake and expense	26	not later than one hour after the notice is validly tendered	52
	and on their time of their secured to extend to the	2;	the same and the s	
			7. Vegael's Positions , Noboes	\$3
	punin-emptiging to least each interstitute and derivate	22		£.,
	The cargo shall not expeed what the Vessel can ressonably	23	Master and/or Owners shad give 10 days and thereshor 5/4/3/2/5	- "
	stow and corry over and apove her quikers, securel, sicines	24	days, and 12 hours notice of Vessit's expected readingst to look to	25
	provisions and accommodation. The whole cargo shall be	25	tra	
	cames and slowed under deck in unobstructed main holds.	25	party designated in <u>Box 5</u>	86
		27	Master and/or Owners shall give?/Bid/W2/1 days inclice of Venuels	87
	All cargo on board to be delivered.		Expected Time of Arrival (GTA) at discharging port on	8.6
	Furnermore, it clausifies bags now poor especifically operand	29		50
	Do iniumno shali assey.	26	specified in Senial (Is to serviced)	50
	Changers 4 mail 4 apply for expanding 5 decreases a contributed	30	Maxter and/or Owners shall give the retevant portion promot	-
	basped came not exceeding the outrest specifies in flor	31	Advice of any substances change in Vessicia ETA at tooking	3 !
	The section of the se	32	and at decharging bons	2
	number of bags signad for on Sills of Lading to be binding	33	8. Laytime	D3
	on Veshel and Owners, unless strot or fraud be proved.	34		94
	•		Votaters written notice of readmens to total end/or discharge	-
3	. Discharging Port(s)	33	thelibe tendered by hend or by any means of wie-	95
•	Being so loaded, the Vesse small graphed with all convenient	35	communication at the offices of Shippers/Charterers/	90
			Receives or their Agents, Monday through Friday, perwise 05:00	97
	sound direct to the brace designation in the TO, I safe benth Lagos	37	and 17.00 hours	
	ncluding Tinean seland plus 1 safe parth Port hartpurt in		and down according Services - Services and Advisory and	68
	henerace' option. Charterers advise that min graft in Lague 1.5			
17	notore sall wester which in		bodines CE-00 hours and 10-00 hours on Editionary smooth	31 14
	cose of numed partis). Owners acknowledge as safe end	75	a Holiday Saturday 12.00 hours to Monday 0900 hrs EIU clause	100
	suitable for that Meseci, and there discharge the corgo	38	to apply both unda	
	Shadys affects, unique icalary agreemed has leaved specifically	40	. विश्वके मधीरक की रहतवीतिकाद अनेकी केत वेदिरिश्वकार्य भारतम	
	agreed in Soci.10, in each sele builth, dock, when or	45	Viviend is in the loading or discharging bests and in all	131
	ancholage as Charleten or Inch Aperts or Recoivers may	42	sespects reedy to toad/dischorpo. At both ends if the pertirie	102
	Great Recovers have the column of using a second safe	43	congested unreachable library has the right to render H.O.R mom	
			the anchorage even by cable/distantemail and time to count	
	bern. The like-fers willing bounder-me the busine exel	44	whether in borth or not, whother in part or not, whether free	
	count at injure, but a letting expansing chall by for Massall	43	prabque or not, whether customs cloared or not. At loading part	
	86834FE	40	Shipperu	
			Chartering or their Agents have the privilege to Empect	100
4	. Foright	47	Vocati's holds iff it requested by Charterors, a survey may be	104
	The freight agreed under this Charler Party shall be as	48	carried out at their time and nex to establish wesselfs holds and	•
	Bislat in figs 12 per motic tan on net Bill of Lading weight	42	hatch covers suitability to load benged rice and Owners to have	
			the right to be represented during upon survey by their P&1 Surveyors, and reject the nation whom holds are not	
	end simil to obtained partied as cargo is loaded on sourd,	50	Surveyors, endicion the estice whom holds around	
	empaid discountiess and non-reluments. Vessel andrer	61	personnels and control of the state of the property of the state of th	105
	Califo lost or not lost	52	Or CAPO	108
	The Irright shall be paid so par Clause 47. as specified in figures.	53	In case of illusgratificity between the two surveyors than an	1.00
	All Charges and Guestianed an ine colco exaline for	ij.€	independent curvayor imuturay agreed between Charlerers' and	
	Charleters account and those entire enthablesses	235	the Owners P& surveyor) to be appointed whose finctings to be	
	handoone accessed souther the Content account	54	binding for both parties, in case any deficiency, then same to be	
	A CONTRACT OF THE PROPERTY OF	200	promptly made good by the Owners and any time lost from the	
,	C. Escalar and Mincheseina	-	time of rejection till the time of acceptance not to count as laytime.	
	5. Loading and Discharging	57		
	Cargo enell be loaded, spoul-trimmed and/or stowed at the	58	in divertidispula, on independent surveyor on all docide	107
	Februard expense of Strippore/Charterers at the everage	69	since it terrols result accordings to the party in the wice,	108
	file spiled in Fox 14 -4500302000H800 metric times per weather	50	lavering the comb. If the rejection of motion of restrictes is	100
1	mouthing gay passe neeter; Bees are generating and and all manuals	94	undspilled or confirmed by surveyor the laytime will only	112
	walter		The second secon	

This informant is a complete generated SYNACOURY 2002 from present by supremy of SYNACOURY NATIONAL DU COMMERCE EXTENSION DIES CONTINUED (SYNACOURS). Are respect to desirem to the form must be comply under a single synacours or specific and the present of the streament when is not deadly under the present of the streament when is not deadly under the specific synamous present of the streament when it has deadly under the synamous or responsiblely by my local densities or respect to deadly and of handly because the unique of the synamous present of the stream of the synamous present of the synamous p



"SYNACOMEX 2000" Continent Grain Charterparty

G LIALT ABITUR TOTAL	, 60%	incolle morning and an arrangement	188
when resdy,	112	as incline at time on domuna parishman humigation has	100
Only when the leading and/or discharging both is	113	seen effected at leading port and has been experied by	170
ungygilagie, or Snippers or Receivors net ready to load!	114	proper current or by a competent eutherly. Sits of Leading	370
discharge Meater may worrant that the Vessel Is in all		shall not be disused by Mayler for reason of Insens howing	172
respects ready and may tender notice of readiness to load	115	multiple and action of the date of the consideration	ALF
and/or discharge from any usual waiting place, whother in	31日 157	12 Lights and Gear.	173
port or not, whether in berth of not, whether in itea prolique of not, whether customs	7.13	Whenever required. Vessel shall supply thee use of lights	174
dreamed or not	118	as on board but sufficient to carry on raight work.	178
Laveme shall commonos at 14.90-13.00hours if notice of	119	Provided described as geared, Vessel, whanever required.	176
resdiness to load and/or discharge is validly tendered at or	120	shall aupoly lites use of all ostgo handling geer on board in	177
before 12.00 hours and at 06.00 hours on the heat working	121	good womany order, with the necessary power, and of	170
day it notice of readmans is validly landered after 12.00	122	runners, scoop and shops as on pound. Sixore hands shall	179
tious. Time used before commondement of Hytime shell	123	be used to drive the goar, at Shippers/Chanerers/	100
noticount At loading port Laytime shall not count between 12.00	124	Receivers' account, Any time actually lost on account of	127
hours of		breakdown of Vetsel's geer shall not count as saytime of	123
Saturdays or 47 12,00 hours on days proceding a Moliday and	125	Aud ou delimited a sig and extradicts exempted give consider	153
08.50 hours on Honday or the following working day, even if used.	125	incurred thereby enail be for Dwnero' eccount. The Geor's I Criens's	184
At discharging port(s) laytime shall not count between 17.00 hours on Friday or 17.00 hours on the day preceding Holiday and		breakdown than litytime not to count but saways on proteta hasis.	
08.00 hours on Monday or the following working day, even it used.		war war and	186
		13. Agencies	126
UTBOCK - mart) i n		As too ding you. Vescoi shall be consigned to do Apenils	197
when case had time a costinuous chall court.	127	designates - Box 47- See Clause 62	
Any delaye causal aviou-fieeds-quarantino or by coom	128	With the second	188
of the majoure" shall not source to leville union the	120	designation for 18, See Clause 62	189
Any delays caused by ice, floods, quarentine, or cases of "force majoure" shall not count at laytime unives	144	14. Egira instrance	100
Votati is already on consumble. Once on Gentumes a siways on		Any Extra insurance on carpo due to Vessel's agé sind/or tiag	191
demurrage but Charter Party aspeptions always to apply lie gear proskdown prew and/ or officers chike, fallure to pay any		and/or diese audion ownerse his sure pe to: Charlesas, scoping	192
problement prew and or officers strike, fallure to pay any		Charles the part of the part o	144
distrussment accounts for Dwingre' account etc. When Master has jurdened notice of residness to load or	131	emotion opening or a President of the month of the second	193
discharge from a waiting place and Vessel is subsequently	32	Causing by Charleson for Dun eral accrum and cital se	194
found unready in application of the above provisions, layline	133	Secured from a prioment of fronth	195
or time on domunage shall not source from the time the Vessol	:34	Section 15 and 14 and 1	
is rescand until the time sha is secreted. Additionally, any	135	16. Brokurage	} 3 #
actual time stat on scimont of Venas's obtaining tree statique	138	A brokerage commission as stated in Box 20 on the gross	197
or customs degrance that not count at laytime or time on	137	amount of freight, deadlinight and demuntage semed, is	153
demorrage.	128	que to the party(les) designated in Box 20 and is deductible	199
At second of subsequent port(s) of leading-or-discharging,	120	from some uniess "ner-deductible" hav been specifically	200
by time or time on domestage shall returns counting from	140	agreed.	201
Verse's arrival of loading or discharging botth, if evisibile,	145	•	
Of form Venael's army at a usual waiting black, if books is	1/2	16. Address Commission	27.
Drawainble	143	An accress commission as stated in Box 21 on the gross	203
At all ports any time lost shifting from waiting place to both	144	amount of kelphi, descivelphi and demonage camed a	204
chall not could as letting or as lime on commisson.	145	due to Charlerets and is deductible from freight, describility	205
township then by the training of the training to the training the training of the training training the training of the training	144	and decempage.	200
9. Demurrage, Despatch Money	148	#2 (Oke Planing	207
Demorrage is payable by Charterers at the rate stoned in	147	17. IBM Chause	208
Box 12 UEO 6,000 per day pro rets half despetch laytime seved	148	From the date of coming into lonse of the international Safety Management (ISM) Code in reasion to the Vessel and	200
both ends per day of 24 consequeive hours or pro rais.		hereafter during the currency of this Charter Party, the	210
Comers shot pay to the remot docustch manny for continue	***	Denors shall procure that both the Vessel and The	211
eared in trading in School of the color state in Sec. 15	150	Company (as defined by the ISM Code) shall comply with	212
DAT CO-ALCO CONCOMENTATION OF THE PROPERTY.	151	the requirements of the ISM Code. Lipon request the	213
		Owners that provide a copy of the relevant Document of	214
10. Sexworthy Trim	152	Compliance (DOC) and Safety Monagement Certificate	215
If ordered to be loaded or discharged at more than one	153	(SMC) to the Charlerers.	215
berth and/or port, the Vessell is to be left in seawarthy trim	154	Except as otherwise provided in this Charter Party, less,	217
to Masters reasonable secial action for the passage between	1.55	damage, expense or delay caused by fallure on the path of	210
bertie and/or porte at Snippers (Changrers)/Recorders	155	the Owners or The Company to comply with the ISM Code	219
expense, and time case for placing Vascel in seaworthy	157	shall be for the Owners' population.	£
from shall count as saytime or time on demunage.	158	40 mm	22:
11. Fumigation See Clause 37	150	18. Billio of Lauting	
CHINDSON SANCENE STANDED TO A STANDARD TO A	150	The frames is to sign Bills of Lading as presented without	222
#1-1000 Ing GRd-Gleaking-pocific or places be windown!	161	projudice to the terms, conditions and exceptions of this	223
Individual de de de la	162	Charter Party: If the Master delegates the signing of \$50 of	224
wastering that Officers and Crow as well as an all office-positions	163	Lading to his Agents, but abways to be in a which conformity with Mate's Regipts he shall give them authority to do so	25%
en bited the Vocacioning and also be designized orders;	184	in witing, copy of which is to be furnished to Chanses.	226
Account to any month hazards whatspearer. Chargelow	145	When Bills of Lading marked "Freight propaid" are required,	227
ands to be pay Constantine checkery expended insured	195	Bite Dibute 47.	
possessed we transfer and the part transfer they compl	157	tions that be relieved by Duners are todiscopy upon receipt	220
This day has been been as a second of the se			

ORIGINAL!

PART II "SYNACOMEX 2006" Continent Grain Charterparty

of a toler from Chordron's Benix confunding that Weight	220	fill up elsewham for mair own account as under saction by	294
payerie has been increasely wars billed.	230	or its decisive this Charles Party null and void unless	295
	***	Charterers agree to load tull cargo at the open port	398
19. Rolet	231	Post of Discharge	297
Constant has been sent to relate the sent of this Charles	232	#1 Syould ice prevent Venue from reaction and of	70#
Patry-Alley-rathering-copensions in the sing fail (4854)	233	discharge. Receivers shall have the option of keeping Vessol	26t
20. Deviation	234	waking until the reopening of navigation and paying	300
Deviation in saving or amorphing to save like or property at	235	demunates, or of ordering the Vessel to a sale and	201
see or for bunkering purposes or any other reasonable	255	immediately accessible post which sho can solely discharge	30.2 363
deviation shall not be dearmed an introcurrent of this	257	without risk of desention by ica. Such prisons to be given	304
Chertar Party and the Owners shall not be liable for any	238	within 48 hours after Measter or Owners have given number	306
toss or demade resulting therefrom	239	to Charleters of the impossibility of reaching point of	306
•	240	destination. b) If quincy discharging the Master for faor of Vessul being	507
21. Lien Ciases	241	trees in deems it sovies his to leave, he has liberty to do	300
The Owners shall have a lien on the cargo to fielight.	242	so with what cargo he has on board and to proceed to the	309
ocadireight, comunisgo, and average contribution due to them under this Charter Party.	243	manual accessible son where the can talkly discharge.	315
SUPERINDER THE PROPERTY.	20	c) On delivery of the cargo at such non, all conditions of	215
22. Responsibilities end immunities	244	the Six of Lading shall apply and Vesso' shall receive five	312
Except as otherwise provided and allipsialed in this Charles	245	carrie freight as if the had discharged at the original port of	313
Party, it is hereby expressly agreed that this Charter Party	248	desthation, except that if the distance of the succlinuted	314
shall have effect authorize the previous of the Hagus Rules	247	port expects 193 neutron miles, the traight on the corpo	315
contained in the International Convention for the United tion	248 240	delivered at the substituted son to be increased in	316
of certain mass relating to Bibs of Ladding, cated Brussels the 25th August 1924, as enacted in the Country of shipment.	250	proportion.	317
These rules shall sophy to any Bill of Labing saved under	251	24. Amended Centrocon Strike Clause	318
ins Change Peny	252	If the camp cannot be loaded by reason of Riots, Civil	319
When no such engothers is in force in the country of	253	Commotions or of a Strate or Lock-out of any class of	320
shipment, the corresponding registation of the country of	254	workmen expensive to the toading of the sergo, or by reason	321
desirables shell apply, but in respect of shipmone to which	255	of obstructions or stoppages beyond the control of the	322
no such executions are computably applicable, the torms of the said Denvention strait above.	255 257	Chartgrens caused by Ricts, Divil Commolions or a Strike	222
In Index where the Imministrate Brussels Convention 1924	258	or Lackieus on the Rathusya, or in the Docks, or other loading	224
as amended by the Projectol signed at Brusse's on February	259	Places, or if the cargo cannot be discharged by reason of	325
23/5, 1958 - The Megua - Visey Rules - apply compulsorily.	260	Riota, Carli Commissions or of a Strike or Lockout of any	325
the provisions of the respective legislation shall apply.	251	class of workings establish to the discharge, the time for	327
The Owners sited in no case be responsible for loss of or	282	Loading or descharging, as the basic may be, situal not count	3.0
damage to cargo however arising prior to loading into	263	during the continuence of such causes, provided that a	320
and ofter doctoring from the Vessell	264	Strike or Lock-out of the Shippers' and/or Receivers' men	398 331
Save to the extent otherwise in this Chartel Party expressly provided, neither party small be responsible for any loss of	28 S 26 G	shall not prevent demonstrate a scruency of by the user of	337
damage of datay of the residence for any free of	200	reasonable dispense they could have obtained other soluble	232
resuring from Act of God, was, card commotion, suprentine,		shoot at the culton before the Shike of Lock-out	
STIKES, BOROUS, BRIEF OF 1990 SHIP OF PRICES, RUBIE BRIG	286 288	in case of any delay by reason of the before mentioned	234
peoples or any other event whatsoever which cannot be	270 270	Causes, no cidin for camages or demurrage, chas so made	335
		by the Charleters / Receivers of the cargo, or Owners of	336
avoided or guarded against.	275	the Vassel. For the purpose, inconever, of sattling despatch. Money accounts, any time lost by the Vassel through any	657 158
23. Amended General Jes Clause	772	of the share causes shall be amounted so time upod in loading	125
Pot of Loading	273	of distributing, as the cash may be.	340
at in the event of the loading part being inscressible by	274		
reason of ice when Vessel is ready to proceed from her lest pon or at any time during the voyage or on Vessel's sirked	275 276	25. General Average and New Josen Claume	341
or in case from sails in and vicesofts prival, the Massic service.	270	General everage shell be adjusted according to the York- Antwarp Rules 1994 or any subsectivent modification thorsol,	343
from of being from the state being to be so without cargo.	278	but where the adjustment is made in accordance with the	344
and this Charge Party shall be not and void.	279	law and practice of the United States of America, the	345
b) If during the loading the Mester, for feet of Vasual being	283	following Clause shall apply:	246
frozen in, deame is advisable to leave. No has liberty to be	211	In the event of accident, conger, carriage or discuter	347
eq with what earge no has on board and to proceed to any	282	before of affer the contributionment of the veyage.	346
other part or parts with appeal of completing cargo for	203	resulting from any cause whatecever, whether due to	340 350
Owner's benefit to any port or pons including port of	284	negligence of not, for which, or for the consequence of which, the carrier is not responsible, by statute, contract	351
discharge. Any part cargo thus looded under this Charter	285	or ownerwise, the poods, shippens, consignees, or owners	352
Party to be rowarded to postination at Vossal's expense	28\$	of the goods shall contribute with the carrier in paneral	353
but against payment of freight, provided that no work	287	average to the payment of any ancigines, losses or	354
expenses be thereby caused to the Repeivers, freight being	255	expenses of a general average nature that may be made	255
said on quantity delivered (in proportion if lumpsum), all	289	or incurred and shall pay salvage and spacial dranges	355
objet conditions as per Chance Party.	250	incurred in respect of the goods.	257
c) in case of more than one leading part, and if one or more	281	If a salving ship is owned or operated by the carrier.	918
of the ports are closed by ice, the Master or Owners to be	292	selvage shall be paid for as fully as if the said salving Ship or shipe belonged to smanpers. Such beposit as the	365 363
at liberly either to load the Sain, cargo at the open port and	5.83	which are are the management of the state of the transfer of the property of the	244

This document is a computer gunnarised SYMACOMEX 2000 from private by summary of SYMDOMAT NATIONAL by CONNECCE SATEXIBUR DES CEREALES SYMACOMEX). Any inserting of common the particular and source of any moderation made as the object occurrent which is not occurry visities. In this extension of any moderation made as the object occurrent which is not occurry visities. In this of the event of any moderation made as the object occurrent and source of symacometry to the symacometry occurrent and symacometry to the symacometry occurrent symacometry

TO JACKSON PARTON 04-APR-2007 17:49 FAX NO. : 65 63244450 FROM :

9835946 P.26/83 Nec. 46 2046 VAIVOM PO 0212129835946

ORIGINAL

PART "SYNACOMEX 2000" Continent Grain Charterparty

perner or his Agents may deem sufficient to cover the	361	the range for loading or discharging, and may only cancel	427 428
extension contribution of the goods and any salvage and	362 383	this Charter Party If the Charterers shall not have nominated	428
special charges thereon shall. If required, be made by	394	such safe part or parts within 45 hours of receipt of notice of	430
the goods, shippers, consuprices or owners of the goods to the carrier before delivery!	365	such requirement.	431
and the Charterers small procure that eti Bills of Leding issued	255	c) The Cwiners shall not be required to condition to load cargo for any voyage, or to sign Bills of Leating for any part	452
under this Charter Party what contain the same Clause.	507	on integer of an integer of couputes out only knowing on our combo int and address on the solutions of persons on any and solutions.	433
· · · · · · · · · · · · · · · · · · ·	355	BUT DELIBRIED OF DEDCEOU (PLOUDE BUT CEVE) OF	434
26. Both-to-Bierra Collision Clause		welcoway, or in proceed in or remain at any part of place	435
If the liability for any collision in which the Vessel is awound	359 370	Wildiams, where it appears, elimin after the samples of	438
white performing this Charler Party late to be determined	371	the cargo commissions, or at any stage of the voyage	437
in accordance with the laws of the United Status of America.	372	premeder before the discharge of the carps to completed.	3C>
the following Chause anat apply: If the enip comes into collision with another ship as a result.	373	that, in the reseasable jumpement of the Master shallot the	K 72
of the regilipence of the other ship and any sid, neglect of	374	Owners, the Vescel her cargo (or any pert shareof), crew	440
detault of the master, mariner, pilot or the servents of the	375	or estern beamous on posted the Absset for but, out or mous	44%
carrier in the navigation of it, the management of the \$100.	576	of theirig may se, or are likely to be, exposed to War Reiso	442
the come to diffe goods carried herounder will indemnify	377	If it should so applies, the Chinais may by holics request	445
the carrier against all less or liability to the other or non-	378	the Charterers to nominate a safe port for the discharge of	444 446
carrying ship or her owners in so far es such last of Ebblidy	379	the cargo of any past thereof, and if within 45 flours of the massist of such notice, the Charterns shall not have	446
Represents loss of or carriage to or any claim wheleower	330	nominated such a port the Owners tray ductioning the cargo	467
of the owners of the said goods, paid or payable by the	881	at any safe port of their choice (including the port of loading)	448
other or non-barrying sitip or her owners to the owners of	223	in complete fulfilment of the Charlet Pany. The Owners shall	448
the said goods and set off, recounce of resovered by the	383	be entitled to recover from the Charterers the extra exponses	450
direr or non-earlying whip or her owners as part of their	384	of such discharge and, if the discharge taxes place at any	451
claim against the carrying chip or carrier.	345	part other then the leading part, to receive the full treight as	452
and enother yieds cale itself exorations Chargeing and	385	Though the cargo had been carried to the discharging port	453
Owners, Operators or those in charge of any sing or ships	387	and if the extra distance exceeds 100 miles, to additional	454
or objects observes, or in addition to, the colliding ships or	358	freight which shall be the some percentage of the traight	455
spirots are at fault in respect to a consistor or contact.	795	contracted for as the percentage which the extra distance	455
and the Charleton arell procure that at Bills of Lacing 55995	390	represents to the distance of the normal and customary	457
under this Charles Party shall contain fire earnis Clause.	201	touts, the Damers having a list on the cargo for such.	45#
27. War risks ("Voywor 1993")	302	expenses and freight	459
a) For the purpose of this Dause, the words:	2 43	of if at any stage of the wayage after the loading of the	480
(3 "Owners" shall include the shipowners, barebook	394	curgo commences, il appears that, in the reasonable	461
changers, pipponent-owners, managers or other ocarators	395	judgement of the Master englar the Owners, the Verset	462
who are charged with the management of the Vestel, and	355	her cargo, crew or ether persons on board the Vessel may	463
the Mazier, and	397	bo, or are likely to be, exposed to War Rinks on any part of	467 483
[3] War Risks' shall include any war (whether actual or	205	the route (including thy cane) or write way) which is normally and distinguished in a voyage of the nature contracted	444
threatened), act of mer. Civil was, hospilities, revolution,	260	for, and there is another tonger mate to the discharging	487
rebellion, aivil commotion, werring operations, the taying of	400	port the Owners shall give notice to the Charleters that	455
mines (whether actual or reported), with of pitacy, acts of	401	this route will be taken, in sine over the Owners shall be	469
terronate, acts of heatility or malicious damage, tricousues	402	graftled, if the total gards distance assereds 100 miles, to	470
partition imposes against all vassets or imposed astockyoly against vossets of consentrate or ownership, or operat	404	udditional freight which that be the same percentage of	471
person parposes of cross an observing howeconver), by any	*D5	the height contracted for set the percontage which the cotta	472
person, body, someres or political group, or the Government	495	distance represents to the distance of the normal and	473
of any state whatspeyer, which, in the research judgement	407	Customary route.	474
of the Master ander the Owners, may be dangerous of 878	408	of The Versel shall have Sporty:-	475
tively to be or to become owngerous to the Vessal, her cough,	409	(i) to comply with all orders, depellant, recommendations	(*5
crew or other persons on board the Vessel,	410	or advice as to departure, armed, routes, sailing in convoy,	477
 b) If it shy time before the Vensel commences loading, it 	413	ports of call, sloopages, destinators, discharge of carps.	47# 47#
appears that in the reasonable judgement of the Master	412	dislivery or in any way whatsoever which are given by the	420
and/or the Owners, performance of the Charter Party, or	413	Government of the Mason under whose tag the Vestel salid, or other Government to whose laws the Owners are subject.	421
any part of it, may expose, or is likely to expose, she Vessel,	414 415	or any other Boyestanest which to includes, or any body or	48.
her cargo, crew or cities porsons on abard the Vestici to War Rusks, she Owners may give notice to the Charterers	415	group acting with the power to compet compliance with their	453
cancelling this Change Pady, or may relias to perform such	417	urders or directions:	44 4
pan of it as may except, or may be likely to expect the	418	(ii) to comply with the orders, directions or recom-	495
Vestel, her sargo, eraw or other persons on board the Vestel	410	mendations of anywar risks underwriters who have the	eti
to War Risks, provided always that if this Charter Party	420	authority to give the same under the terms of the war risks	487
provides that localing or distribution as to take place within a	421	insurant;	488
range of borts, who at the port or ports nominated by the	422	(iii) to comply with the larms of any resolution of the Security	452
Charters the Vessel, her cargo, crew, or other parepre	423	Council of the United Nations, any directives of the European	490
onboard the Vessei may be exposed, or may be likely to be	134	Community, the effective orders of any other Supremational	491
suposed, to War Risks, the Owners shall first require the Changes to nominate any other solo pon which lies within	425	body which has the right to beaut and give the same, and	403
	425	with misonal laws alread at entercing the same to which	452

This securion's a complete generaled STRACOMEX 2000 farm enterd by success of STRACOMEX TRATIONAL DUI COMMERCIS EXTÉRIBUR DES DERBALES (STRACOMEX). All insurant electrons to be some must be clearly value. In the prent of any modification made to the preprietation of the accuming which is not should value. In the prent of any modification made to the preprietation of the accuming which is not STRACOMEX. ESSURED to expenditure to the prent of the computer of the accuming which is any STRACOMEX document and the computer of the accuming the accuming

84-APR-2007 17:49 FROM JACKSON PARTON TO 00121 FAX NO. : 65 63244450

TO 2012129835946 P.27/83 144**50** Dec. 06 2006 04:27PM P6

ORIGINAL

PART (I "SYNACOMEX 2000" Continent Grain Charterparty

the Owners are subject, and to obey the orders and	484
directions of those wind are charged with their arthurament.	405
disensing of crisso were are using general or part inserent (iv) a discharge at any other part any cargo or part inserent	488
which may tander the yeares, little to contiem you as a	487
	498
contraband carrier) (v) to call at only filter; both to onactive the crew by any part	499
tested or other bossove on possed five Assess when spece is	500
terror a general posture of spour on a sect to separate transmit	521
CETOU IS GOINE FIRST FAMILIES AT TANDERS	502
imprisonment or other establishes.	503
(vi) where carpo has not been loaded of his been decharged by the Comerc under any provisions of this	554
Cisme' to load ones, cestor for the Owners, own packets	605
BUD CENTA I TO BUS CALLED DOLL OF DOLD MURITIPOPARY MARRIAGO.	505
Decimands or powers or in a country direction to the	557
	508
amingsy or customery souls.	538
() If in compliance with any of the provisions of sub-curves	510
b) to e) of this Clause anything is done of not done, such	411
shell not be dearred to be a deviation, but shell be	512
considered as due full-innert of the Charles Party.	513
28. Arbitration See clause 49	
Any dispute officing out of the process control \$4.00 44	614
released to Arabinstan of PC common Arabin pro-Maritimes do	575
Paris -18 Ind Carrier - 76505-2046-	518
The agreement agreeming to the rules of Chamber	617
and the same and a property of the same of the same and the same and	513
NAME OF THE PARTY	519
CONTRACTOR OF THE PARTY OF THE	520
CLEANING OF THE CAMPAGE OF THE CAMPA	321
producers to the production of the Canada line dole as 400	522
CONTRACTOR OF THE PROPERTY OF	523
HA THE WHOM THE PROPERTY TO AN ARTHUR WITH THE WHOM	\$2
ATAL DE CORREG LE DA MENIOS AND A DEDINARY DOMENT	52
Time at the control of the control o	

This spourmed is a somplify generated SYMPCOMEX. 2000 form somes by customy of SYMPCOME OU OCHMERCS, SYTERISM DOS CERCALES RYMPCOMES. Any extension or section by the form supplies to the section of the form supplies of the sources and of the sources and the sources are supplied to the